for timing of calls and rounding of charges to the nearest whole minute.

Custom Calling Features: Recurring and non-recurring rates for custom calling features will be charged as set forth in Pacific's resale tariff Schedule Cal. P.U.C. 175-T, Section 18.5.

3. The Parties acknowledge that the pricing of Ports and associated switching and features is currently under consideration by the CPUC. To the extent that the CPUC requires Pacific to offer Ports pursuant to tariffed prices without pricing flexibility, such tariff shall supersede this Agreement. Should the CPUC order that Pacific is allowed pricing flexibility for Ports, including the flexibility to contract with specific customers, Cox shall have the sole discretion to purchase such Ports pursuant to either the terms of this Agreement for the recurring and non-recurring Port rates, or any subsequently filed applicable tariff for Ports.

K. Other Ports: Cox may request types of Ports other than those described herein pursuant to the Bona Fide Request process set forth herein.

IX. BONA FIDE REQUEST PROCESS

Any request for interconnection or access to a Network Element that is not already available as described in this Agreement shall be treated as a Bona Fide Request. Pacific shall use the Bona Fide Request Process to determine technical feasibility of interconnection or Network Elements and, for those items found to be feasible, to provide the terms and timetable for offering the requested items. The Bona Fide Request process shall be governed by the following terms and conditions.

A. Pacific will promptly consider and analyze a new request by Cox for interconnection or access to an unbundled Network Element with the submission of a Bona Fide Request hereunder.

B. A Bona Fide Request shall be submitted in writing and shall, at a minimum, include:

1. a technical description of each requested Network Element or interconnection;

2. the desired interface specifications;

3. each requested type of interconnection or access;

4. a statement that the interconnection or Network Element will be utilized to provide a telecommunications service; and

5. the initial quantity requested and a forecast of future quantities requested.

C. Within ten (10) business days of its receipt, Pacific shall acknowledge receipt of the Bona Fide Request and in such acknowledgment advise Cox of any missing information, if any, necessary to process the Bona Fide Request. Thereafter, Pacific shall promptly advise Cox of the need for any additional information that will facilitate the analysis of the Bona Fide Request.

D. Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of the Bona Fide Request and all information necessary to process it, Pacific shall provide to Cox a preliminary analysis of the Bona Fide Request. The preliminary analysis shall specify whether the requested interconnection or access to an unbundled Network Element is technically feasible and otherwise qualifies as a Network Element or interconnection as defined under the Telecommunications Act of 1996.

   1. If Pacific determines during the 30-day period that a Bona Fide Request is not technically feasible or that the Bona Fide Request otherwise does not qualify as a Network Element or interconnection that is required to be provided under the Telecommunications Act of 1996, Pacific shall advise Cox as soon as reasonably possible of that fact, and promptly provide a written report setting forth the basis for its conclusion within the 30 day evaluation period, but in no case later than 10 days after making such determination.

   2. If Pacific determines during the 30-day period that the Bona Fide Request is technically feasible and otherwise qualifies under the Telecommunications Act of 1996, it shall notify Cox in writing of such determination but in no case later than 10 days after making such determination and within the 30 day evaluation period.

   3. As soon as feasible, but not more than one hundred and twenty (120) days after Pacific notifies Cox that the Bona Fide Request is technically feasible, Pacific shall provide to Cox a Bona Fide Request quote which will include, at a minimum, a description of each interconnection and Network Element, the quantity to be provided, the installation intervals, and the applicable rates (recurring and nonrecurring) which may include the development costs of the interconnection or the Network Elements. Pacific further agrees to provide the magnitude of the anticipated development costs as well as:

       a) the unit costs by total anticipated demand and recovery period; or .

       b) the development costs of the interconnection or Network Element and the applicable rates (recurring and nonrecurring) excluding the development costs.

       The Parties agree that prior to Pacific's election of option Paragraph IX(D)(3)(a) or (b) above, the Parties shall consult in good faith regarding Cox's preference for Pacific's recovery of the development cost for the unbundled Network Elements requested by Cox. Such good faith

discussions shall include, but not be limited to the terms of Cox's payment for any development cost.

E.   If Pacific elects option IX(D)(3)(a) in its Bona Fide Request quote, then within thirty (30) days of its receipt of the Bona Fide Request quote, Cox must indicate its nonbinding interest in purchasing the interconnection or Network Element at the stated quantities and rates, cancel its Bona Fide Request, or employ the dispute resolution process set forth in XXXIII below.

F.   If Pacific elects option IX(D)(3)(b) in its Bona Fide Request quote, then within thirty (30) days of its receipt of the Bona Fide Request quote, Cox must either agree to pay the development costs of the interconnection or Network Element, cancel its Bona Fide Request, or employ the dispute resolution process set forth in XXXIII below.

G.   If Cox agrees to pay the development costs pursuant to option IX(D)(3)(b) and requests Pacific to proceed:

    1.   Pacific will additionally charge those development costs, on a prorated basis (set forth in (3) below), to the next nine parties who place an initial order after Cox for the interconnection or Network Element;

    2.   As each additional party places its initial order for the interconnection or Network Element, Pacific will refund the appropriate prorated portion of the development costs to parties who have previously paid development costs (as set forth in (3) below); and

    3.   The charges and refunds will be made using the proration chart set forth below in the 36 months from when Pacific first makes the interconnection or Network Element available under contract or tariff.

Requester	Development Costs	Cumulative Refund	Refunded To
1st	100.00%	NA%	NA
2nd	50.00%	50.00%	1st party
3rd	33.33%	16.67%	1st & 2nd parties
4th	25.00%	8.33%	1st - 3rd parties
5th	20.00%	5.00%	1st - 4th parties
6th	16.67%	3.33%	1st - 5th parties
7th	14.29%	2.38%	1st - 6th parties
8th	12.50%	1.79%	1st - 7th parties
9th	11.11%	1.39%	1st - 8th parties
10th	10.00%	1.11%	1st - 9th parties
11th and beyond	0.00%		

H.   If Pacific has elected option IX(D)(3)(b) in its Bona Fide Request quote and Cox has accepted the quote, Cox may cancel a Bona Fide Request at any time, but will pay Pacific's reasonable development costs of the interconnection or Network Element up to the date of cancellation.

I.   Additionally, if Pacific has used option IX(D)(3)(b) in its Bona Fide Request quote and Pacific later determines that the interconnection or Network Element requested in the Bona Fide Request is not technically feasible or otherwise does not qualify under the Telecommunications Act of 1996, Pacific shall notify Cox within 10 business days of making such determination and Cox shall not owe any compensation to Pacific in connection with the Bona Fide Request. Any development costs paid by Cox to that point shall be refunded by Pacific.

J.   If either Party believes that the other Party is not requesting, negotiating or processing any Bona Fide Request in good faith, or disputes a determination, or price or cost quote, it may seek mediation or arbitration by the Commission pursuant to 47 U.S.C., Section 252 of the Telecommunications Act of 1996.

X.   COLLOCATION

A.   For the purpose of connection to Local Interconnection trunks, Ports and Links, Cox may physically collocate transport and termination equipment on the same basis that such equipment has been placed under Pacific's EIS tariff, except as noted below in paragraph X.C, and allow Cox to benefit from changes which are made in that tariff.

Pacific's EIS Agreement and Application referenced in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 16 is included as Attachment D.

B.   Cox may order EISCC(s) from its physical Collocation Arrangement(s) in Pacific wire centers for purposes of interconnection to Pacific's switched or special access services, or as described in Pacific's Tariff Schedule Cal. P.U.C. 175-T, Sections 16.6 or 16.7. Cox may also authorize its customers to order EISCCs to Cox's Collocation Arrangement for the same purposes described above.

Cox may also order, or authorize its customers to order, EISCCs for the purposes of Local Exchange Interconnection or access to unbundled network elements. All other terms and condition for ordering EISCCs or other permitted use of Collocation Arrangements specified in Schedule Cal. P.U.C. 175-T, Section 16 shall apply, except as noted below in paragraph X.C.

C.   Rates: ʼ

1.   All monthly rates and nonrecurring charges set forth in Section 16.7.1(A)(1) shall be charged at 65% of the rates stated;

2.   The monthly rate set forth in Section 16.7.1(B)(1) shall be charged at 75% of the rate stated;

3.   The monthly rates set forth in Section 16.7.1(C)(1) shall be reduced to zero;

4.   The nonrecurring charges set forth in Section 16.7.1(D)(1) shall be charged at the greater of $2,000 or the amount stated in the tariff.

XI. TELECOMMUNICATIONS SERVICES RESALE

The Parties agree that Pacific will provide telecommunications services to Cox for resale in accordance with requirements of Sections 251(c)(4) and 252(d)(3) of the Telecommunications Act of 1996. Pacific's prices charged to Cox for resold services will be the resale rates determined by the Commission.

XII. DIRECTORY ASSISTANCE AND WHITE PAGES LISTINGS

A. Pacific will accord Cox's directory listings information the same level of confidentiality which Pacific accords its own directory listing information, and Pacific shall ensure that access to Cox's customer proprietary confidential directory information will be limited solely to those Pacific and Pacific Bell Directory ("PBD") employees who immediately supervise or are directly involved in the provision of Directory Assistance service, and the processing and publishing of listings and directory delivery. Pacific will not use Cox directory listings provided under the provisions of this paragraph for marketing of any kind.

B. Pacific publishes and distributes white pages directories through its wholly owned subsidiary PBD, as its agent for the white pages. PBD also publishes and distributes yellow pages directories. With respect to these directories (including electronic and hard copy) Pacific will include a standard, basic listing of Cox's residence customers in the appropriate white pages directory and, for business customers, Pacific will provide a standard, basic listing of Cox's customers to PBD for inclusion in the appropriate white pages and yellow pages directories pursuant to Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 9.3 (currently provided at no charge). Additionally, Cox's customers each will have delivered to them at no charge one copy of appropriate white and yellow page directories.

C. In addition, Cox will be assured of the following:

   1. Cox will be provided with the opportunity to obtain additional listings, for its customers at the same prices that Pacific charges its end user customers, pursuant to Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 9.3.

   2. Pacific will not discriminate against subscribers of Cox who seek additional listings in the white pages. Pacific will use the same criteria in determining whether to publish listings in the white pages for Cox's customers as it uses for its own or potential customers.

   3. Pacific will ensure that its Statewide Marketing Directory Unit will coordinate merged-caption white page listings for Cox's subscribers as it does for its own customers.

   4. Pacific will alphabetically commingle the directory listings of Cox's customers with those of other customers in the directory.

D. Pacific will work cooperatively with Cox to ensure that existing listings for

customers who transfer their service to Cox and who use SPNP are maintained without interruption.

E. The following will be provided without charge via the listings gateway which Pacific will provide to Cox:

　　1. Pacific will provide Cox with the proper format which Cox shall employ in submitting proprietary directory listings and daily updates;

　　2. Pacific will include Cox's customers in Directory Assistance databases associated with the areas in which Cox provides Exchange Services to such customers.

XIII. CUSTOMER GUIDE AND CARRIER INFORMATION PAGES

Pacific will include in the "Customer Guide" section of its directories, for areas served by Cox, Cox identifying symbols and information provided by Cox for Cox's service offerings, installation, maintenance, repair, customer service and any other service provided by Cox to its customers. Such information shall be provided according to Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 9.2.

XIV. NUMBER RESOURCE ARRANGEMENTS

A. Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely affect either Party's right to request and be assigned any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee ("INC") as INC 95-0407-408, Revision 4/7/95, formerly ICCF 93-0729-010).

B. According to the CPUC's Decision 96-03-020, Cox may establish Rate Center Areas and Rating Points which may or may not match with those the CPUC has approved for Pacific.

C. Cox will designate a Rating Point for each assigned NXX code or NXX code subset (should such a subset become available) and for which the Parties have established call rating, routing and billing capabilities. Cox may designate one location within each Rate Center as the Rating Point for the NPA-NXXs associated with that Rate Center; alternatively, Cox may designate a single location within one Rate Center to serve as the Rating Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by Cox within the same NPA.

D. To the extent Pacific serves as Central Office Code Administrator for a given region, Pacific will process all Cox's requests related to central office (NXX) code administration and assignments in the manner required and consistent with the Central Office Code Assignment Guidelines. There will be no charge to Cox for

the issuance of NXX codes upon the request of Cox.

E. The Parties will comply with code administration requirements as prescribed by the Commissions, and accepted industry guidelines unless waivers are warranted under state prescribed situations.

F. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall charge each other for changes to switch routing tables necessitated by the creation, assignment, reassignment or activation of NPA or NXX codes, so long as the requirement set forth at page 84 of CPUC Decision 96-03-020 remains in effect.

G. Each Party shall be responsible for its electronic input of their respective number assignment information into the LERG.

H. Each Party shall be responsible for notifying its customers of any changes in dialing arrangements due to NPA exhaust.

XV. SERVICE PROVIDER NUMBER PORTABILITY ARRANGEMENTS

A. Pacific and Cox will provide SPNP on a reciprocal basis between their networks, pursuant to their respective INP tariffs. This service will enable each of their end user customers to use telephone numbers associated with an Exchange Service provided by one Party, in conjunction with an Exchange Service provided by the other Party, upon the coordinated or simultaneous termination of the first Exchange Service and activation of the second Exchange Service.

B. The SPNP provider may, at the request of the other Party, and in the absence of such a request at its own discretion, cancel line-based calling cards upon the change of a customer to that Party. The SPNP provider will, as directed by the other Party, update its LIDB listings for retained numbers associated with those forwarded numbers.

C. If, after establishing an SPNP arrangement, the end user decides to cancel the SPNP arrangement or switch service to another LEC and retain the same telephone number, the Parties agree to cooperate in issuing orders to facilitate the customer's requested changes and alter billing arrangement accordingly. The Parties agree that once an interim SPNP arrangement has been established for a customer's number, if that customer subsequently changes service providers and wishes to take advantage of interim SPNP with the third LEC, the Parties will cooperate to have the original LEC change the interim SPNP arrangement to the third LEC. The Parties further agree not to use multiple interim SPNP arrangements on the same subscriber Local Exchange Service.

D. Pacific and Cox will, in good faith, evolve from INP to PNP as soon as practically possible, and in compliance with any Commission orders, without interruption of service (to the degree possible) to their respective customers.

XVI. POLES, CONDUITS, AND RIGHTS OF WAY

The Parties hereby agree that each will afford the other access to the poles, ducts, conduits, and rights-of-way within their respective control on rates, terms and conditions that are consistent with 47 U.S.C., Section 224.

XVII. FORECASTING

A. **Trunk Forecasting**. The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and or equipment are available. Inter-company forecast information must be provided by the Parties to each other twice a year.

1. The semi-annual forecasts shall include:

a. Yearly forecasted trunk quantities (which include measurements that reflect actual tandem Local Interconnection and meet point trunks and tandem-subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus-1 and plus-2) years;

b. The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;

c. A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

2. If differences in semi-annual forecasts of the Parties vary by more than 24 additional DS-0 two-way trunks for each Local Interconnection Trunk Group, the companies shall meet to reconcile the forecast to within 24 DS-0 trunks.

3. If a trunk group is under 75 percent of centum call seconds ("ccs") capacity on a monthly average basis for each month of any six month period, either Party may issue an order to resize the trunk group, which shall be left with not less than 25 percent excess capacity. In all cases, grade of service objectives identified below in Section XVIII shall be maintained.

4. Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

B.   **Link Forecasting**. Cox shall provide to Pacific at least semi-annual forecasts of Link quantities. These forecasts shall include current year, year plus one and year plus two quantities by Pacific Wire Center.

    1.   Cox shall submit to Pacific its initial forecasts no less than thirty (30) days prior to the submission of initial Link orders.

    2.   Cox and Pacific shall provide a specific point of contact for Link forecasting purposes.

C.   **Port Forecasting**: Cox shall provide to Pacific at least semi-annual forecasts of Port quantities. These forecasts shall include current year, year plus one and year plus two quantities by Pacific Central Office.

    1.   Cox shall submit to Pacific its initial forecasts no less than thirty (30) days prior to the submission of initial Port orders.

    2.   Cox and Pacific shall provide a specific point of contact for Port forecasting purposes

XVIII.   GRADE OF SERVICE:

A blocking standard of one half of one percent (.005) during the average busy hour for final trunk groups between a Cox End Office and a Pacific access tandem carrying meet-point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01).

XIX.   TRUNK SERVICING

A.   Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Interconnection Service Request ("ISR") using Pacific's CESAR electronic ordering interface as the means of transmitting such orders.

B.   As discussed in this Agreement, both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Pacific's Circuit Provisioning Assignment Center ("CPAC") will send a Trunk Group Service Request ("TGSR") to Cox to trigger changes Pacific desires to the Local Interconnection Trunk Groups based on Pacific's capacity assessment. Cox will issue an ISR to Pacific's Local Interconnection Service Center ("LISC"):

    1.   within 10 business days after receipt of the TGSR, upon review of and in response to Pacific's TGSR, or

    2.   at any time as a result of Cox's own capacity management assessment, to begin the provisioning process. The intervals used for the provisioning process will be the same as those used for Pacific's Switched Access Service

C.   Orders that comprise a major project shall be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among Pacific and Cox work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

D.   Cox will be responsible for engineering its network on its side of the POI. Pacific will be responsible for engineering its network on its side of the POI. The Parties agree to establish the engineering responsibilities for each POI.

XX. TROUBLE REPORTS

Cox and Pacific will cooperatively plan and implement coordinated repair procedures for the meet-point and Local Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner consistent with procedures referenced in the Bilateral Agreement attached.

XXI. NETWORK MANAGEMENT

A.   Protective Controls

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Cox and Pacific will immediately notify each other of any protective control action planned or executed.

B.   Expansive Controls

Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

C.   Mass Calling

The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

D.   High Volume Calling Trunk Groups

The Parties shall cooperate to establish separate trunk groups for the completion of

calls to high volume customers, such as radio contest lines.

XXII. RESPONSIBILITIES OF THE PARTIES

A. Pacific and Cox agree to treat each other fairly, nondiscriminatorily, and equally for all items included in this Agreement, or necessary for the support of items included in this Agreement.

B. Cox and Pacific agree to exchange such reports and/or data as provided in this Agreement in Sections IV.B.6 to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than 10 business days written notice, and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to independent auditor paid for by the Party requesting the audit and may include review of the data described in Sections IV.B.4 and IV.B.5, above. Such audits shall be requested within six months of having received the PLU factor and usage reports from the other Party.

C. Cox and Pacific will review trunk engineering requirements on a quarterly basis. New trunk groups will be implemented as dictated by engineering requirements for either Party.

D. Cox and Pacific shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

E. Cox is responsible for all Control Office functions for the meet-point trunking arrangement trunks and trunk groups, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

F. The Parties agree that Cox will be the single point of contact for its end user customers.

G. Pacific will not provide repair or other assistance to Cox end user customers except to refer such persons who call Pacific to Cox. Cox will provide Pacific, if necessary, with Cox's toll-free service referral number.

H. Cox warrants that for each end user for whom Cox orders disconnection of Pacific exchange service, Cox has received proper authorization from that end user to order such disconnection. Cox shall obtain and verify such authorization using standard industry practices, such as, in certain circumstances, third-party verification.

I.   The Parties agree to abide by existing and future CPUC rules that address slamming.

J.   Cox is responsible for providing end user customer listing information to obtain E-911 Service, Directory Assistance (411) and/or directory listings. Such listing information will be submitted to Pacific via electronic transfer whenever practical. These services are provided pursuant to Pacific's tariffs and are subject to CPUC requirements.

K.   Cox and Pacific shall:

1.   Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

2.   Notify each other when there is any change affecting the service requested, including the due date.

3.   Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.

4.   Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.

5.   Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.

6.   Provide each other with a trouble reporting number that is readily accessible and available 24 hours/7 days a week.

7.   Provide to each other test-line numbers and access to test lines, including a test-line number that returns answer supervision in each NPA-NXX opened by a Party.

L.   The Parties hereby adopt the Local Interconnection Bilateral Agreement Template/Worksheet attached hereto as Attachment E, and incorporated herein by reference. The Parties will employ good faith efforts to implement such agreement within 90 days of the effective date of this Agreement.

M.   Cox and Pacific will provide their respective billing contact numbers to one another on a reciprocal basis.

N.   The Parties will work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, or any other services related to this Agreement. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.

O. The Parties will cooperate by exchanging technical information to identify and explore potential solutions to enable Cox to establish unique Rate Centers, or to assign a single NXX code across multiple Rate Centers.

XXIII. TERM

Except as provided herein, Cox and Pacific agree to interconnect pursuant to the terms defined in this Agreement for a term of three (3) years, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. After 24 months from the effective date of this Agreement, either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least 60 days in advance of the date of termination. In the event of such termination as described herein, this Agreement shall continue without interruption until a) a new interconnection agreement becomes effective between the Parties; b) the Commission determines that interconnection shall be by tariff rather than contract and both Pacific and Cox have in place effective interconnection tariffs.

XXIV. EFFECTIVE DATE

The Parties shall file this Agreement with the CPUC, and it shall become effective, without change, upon approval of the CPUC or the date upon which any modifications are ordered by the CPUC.

XXV. FORCE MAJEURE

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, or ordinance of any government or legal body; labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; or delays caused by the other party or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other party be excused from such performance on a day-to-day basis to the extent of such interference (and the other party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

XXVI. COMMISSION DECISION

This Agreement shall at all times be subject to such review by the Commissions as permitted by the Telecommunications Act of 1996. If any such review renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to

the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Agreement.

XXVII. REGULATORY APPROVAL

A.   The Parties will cooperate and assert best efforts to assure the acceptance and adoption of this Agreement by the CPUC and/or the FCC as appropriate. Neither Party shall seek to modify unilaterally this Agreement before either Commission without the express consent of the other Party.

B.   The Parties agree that implementation of this Agreement satisfies the "competitive checklist" set forth in 47 U.S.C., Section 271(c)(2) of the Act. The Parties agree to jointly file this Agreement with the CPUC and understand that, upon approval of the Agreement by the CPUC, Pacific will seek in-region interLATA authority from the FCC. The Parties agree to support approval of this Agreement by the CPUC or a United States court in the event the CPUC rejects the Agreement and either Party chooses to appeal such rejection. Additionally, the Parties agree that so long as Pacific fully implements the terms and conditions of this Agreement, Cox will not oppose Pacific's application for such in-region interLATA authority.

XXVIII. INTEGRATION

The Parties have negotiated this Agreement as an integrated document. All of the terms in this Agreement are dependent upon the other terms of the Agreement and no part of this Agreement would have been entered into by the Parties without the other terms of this Agreement. No portion of this Agreement is intended to be severable from any other part of the Agreement.

XXIX. LIMITATION OF LIABILITY

Except as otherwise provided herein, neither Party shall be liable to the other in connection with the provision of use of services offered under this Agreement for indirect, incidental, consequential, special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort.

XXX. INDEMNITY

Each Party shall indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for:

A.   personal injuries, including death; or

B. damage to tangible property resulting from the sole negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party shall defend the other at the other's request against any such liability, claim or demand. Each Party shall notify the other promptly of written claims or demands against such Party of which the other party is solely responsible hereunder.

XXXI. ASSIGNMENT

This Agreement may not be assigned by either Party without 60 days advance written notice and the written consent of the other Party, provided neither Party shall unreasonably withhold such consent. However, no consent will be required in the event of assignment to an affiliate, joint venture or subsidiary.

XXXII. DEFAULT

If either Party believes the other is in breach of the Agreement or otherwise in violation of law, it shall first give the other Party written notice of such breach in writing and allow the other Party sixty (60) days from receipt of such notice to cure the alleged default. Thereafter, the Parties shall employ the Dispute Resolution procedures set forth at pp. 36-39 of the Opinion.

XXXIII. NONDISCLOSURE

A. All proprietary information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication of directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

B. Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

C. Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only for performing the covenants contained in the Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

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D. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

   1. was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or

   2. is or becomes publicly known through no wrongful act of the receiving Party; or

   3. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

   4. is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or

   5. is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or

   6. is approved for release by written authorization of the disclosing Party; or

   7. is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

E. Effective Date Of This Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

XXXIV. DISPUTE RESOLUTION

The Parties agree that in the event of a default or violation hereunder, or for any dispute arising under this Agreement or related agreements the Parties may have in connection with this Agreement, the Parties shall first confer to discuss in good faith the dispute and seek resolution prior to taking any action before any court or regulator, or before making any public statement about or disclosing the nature of the dispute to any third-party. Such conference shall occur at least at the Vice President level for each Party. In the case of Pacific, its Vice President for Local Competition, or equivalent officer, shall participate in the meet and confer meeting, and in the case of Cox, a Vice President, or equivalent officer, shall participate. Thereafter, the Parties will employ the Dispute Resolution procedures set forth in pp. 36-39 of the Opinion.

XXXV.   MOST FAVORABLE TERMS AND TREATMENT

Pacific agrees that it shall make available to Cox, upon written request, any term, interconnection service, or Network Element, including, but not limited to installation and provisioning terms provided under an agreement approved under 47 U.S.C., Section 252 of the Act, to which Pacific is a party upon the same rates, terms and conditions as approved in that agreement.

XXXVI.   EXECUTION IN DUPLICATE

This Agreement may be executed in duplicate copies, and, upon said execution, shall be treated as an executed document.

XXXVII.   NOTICES

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

> Pacific Bell
> Theresa Cabral, Senior Counsel
> 2600 Camino Ramon, Rm. 2W806
> San Ramon, CA 94583
>
> Cox California Telcom, Inc.
> Carrington F. Phillip
> Vice President, Regulatory Affairs
> 1400 Lake Hearn Drive
> Atlanta, GA 30319

Each Party shall inform the other of any changes in the above addresses.

XXXVIII.   AMENDMENT

The Parties may mutually agree to amend this Agreement in writing.

XXXIX.   CHOICE OF LAWS

The Parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of California. The Parties further acknowledge that nothing in this Agreement is intended to alter or to deviate the rights of the Parties under Federal law.
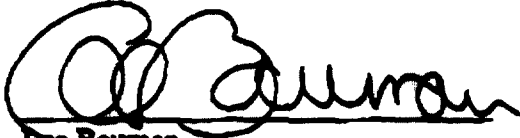
XXXX.   ENTIRE AGREEMENT

This Agreement, jointly drafted by the Parties during the course of negotiations, sets forth the entire understanding of the Parties and supersedes any and all prior Agreements, arrangements, representations or understandings relating to the subject matter hereof.
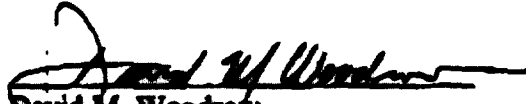
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

Date: 7-25-96

Dee Bauman
Vice President, Local Competition
Pacific Bell

Date: 7/25/96

David M. Woodrow
President
Cox California Telcom, Inc.

ATTACHMENT A

POINTS OF INTERCONNECTION

Cox Cal. Telecomm Switch Locations	Routing Points	POI	Pacific Bell Access Tandem Locations
LSAGCAJNDS0	LSAGCAJNDS0	LSANCA01W10	LSANCA0470T
LSAGCAJNDS0	LSAGCAJNDS1	ANHMCA01W44	ANHMCA0295T
LSAGCAJNDS0	LSAGCAJNDS2	GRDNCA01W27	GRDNCA0306T
SNDACA96DS0	SNDACA96DS0	SNDGCA02W47	SNDGCA0290T
SNDACA96DS0	SNDACA96DS1	SNDGCA02W47	SNDGCA0291T

ATTACHMENT B

BUSINESS ZONES

	Zone 1		Zone 2		Zone 3
	ANKMCA17				
1	ANHMCA01,02	1	116 AGORCA11	2	248 ACTNCA11	3
2	ANHMCA11	1	117 ALBYCA11	2	249 AGDLCA11	3
3	BRBNCA11,13	1	118 ALMBCA01	2	250 ALGHCA11	3
4	BRLNCA01	1	119 ALMDCA11	2	251 ALPICA12	3
5	BSBNCA70	1	120 ANHMCA12	2	252 ANCMCA01	3
6	BVHLCA01	1	121 ANTCCA11	2	253 ANGWCA11	3
7	CLCYCA11	1	122 ARCDCA11	2	254 ANWPCA11	3
8	CMTNCA01	1	123 ARTNCA11	2	255 APTSCA12	3
9	CNCRCA01	1	124 AUBNCA01	2	256 ARCTCA11	3
10	CNPKCA01	1	125 BALBCA01	2	257 ARGRCA12	3
11	CRDMCA11	1	126 BELLCA11	2	258 ARMBCA11	3
12	CSMSCA11	1	127 BKFDCA12	2	259 ARMLCA11	3
13	ZLSGCA12	1	128 BKFDCA14	2	260 ARSWCA11	3
14	ELTRCA11	1	129 BKLYCA01	2	261 ARVNCA11	3
15	FRMTCA11	1	130 BMCICA11	2	262 ASHTCA11	3
16	FRMTCA12	1	131 BNPKCA11	2	263 ATSCCA11	3
17	FROKCA11	1	132 BUBACA12	2	264 ATWRCA12	3
18	FUTNCA01	1	133 CMICCA01	2	265 AUBNCA11	3
19	GLDLCA11	1	134 CHVSCA11	2	266 AVBHCA11	3
20	GRDNCA01	1	135 CLVSCA11	2	267 AVLMCA11	3
21	HLWDCA01	1	136 COLACA01	2	268 AVMLCA12	3
22	HNPKCA01	1	137 CORNCA11	2	269 BARRCA11	3
23	HWTHCA01	1	138 COTNCA11	2	270 BCHYCA11	3
24	HYWRCA01	1	139 CRLSCA11	2	271 BDBACA11	3
25	HYWRCA11	1	140 CRLSCA12	2	272 BEALCA11	3
26	IGWDCA01	1	141 CRNDCA11	2	273 BGGSCA11	3
27	IRVNCA01	1	142 DAVLCA12	2	274 BGRRCA11	3
28	IRVNCA11	1	143 DAVLCA13	2	275 BGVLCA11	3
29	IRVNCA12	1	144 DAVSCA11	2	276 BKFDCA11	3
30	LACNCA11	1	145 DLMRCA12	2	277 BKFDCA13	3
31	LAMSCA01	1	146 ELCJCA11	2	278 BKFDCA15	3
32	LSANCA02,03,04	1	147 ELCNCA01	2	279 BKFDCA17	3
33	LSANCA07	1	148 ELMNCA01	2	280 BKFDCA19	3
34	LSANCA08	1	149 ELSBCA11	2	281 BLCKCA11	3
35	LSANCA09	1	150 ENCTCA12	2	282 BLLKCA11	3
36	LSANCA10	1	151 ESCNCA01	2	283 BLRSCA12	3
37	LSANCA11	1	152 EURKCA01	2	284 BNGRCA11	3
38	LSANCA12	1	153 FLSMCA12	2	285 BNLMCA11	3
39	LSANCA15	1	154 FLSMCA13	2	286 BNVLCA11	3
40	LSANCA29	1	155 FLSMCA14	2	287 BRDLCA91	3
41	LSANCA34	1	156 FNTACA11	2	288 BRSPCA11	3
42	LSANCA35	1	157 FRFDCA02	2	289 BRDDCA12	3
43	MLBRCA11	1	158 FRBNCA01	2	290 BRNLCA11	3
44	MLPSCA11	1	159 FRSNCA11	2	291 BTCYCA11	3
45	MTVWCA11	1	160 FRSNCA12	2	292 BTISCA11	3
46	MMWDCA01	1	161 FRSNCA13	2	293 BUBLCA11	3
47	MMWDCA02	1	162 FRSNCA14	2	294 BVLYCA11	3
48	NORGCA11	1	163 GRGVCA01	2	295 BVRPCA11	3
49	NSCRCA11	1	164 MRCLCA11	2	296 BYPRCA11	3
50	OKLDCA03	1	165 INBWCA11	2	297 CAMPCA11	3
51	OKLDCA11	1	166 LACRCA11	2	298 CBNTCA11	3
52	OKLDCA12	1	167 LAJLCA11	2	299 CHLNCA11	3
53	ORNGCA11	1	168 LGNGCA12	2	300 CHLRCA11	3
54	ORNGCA13	1	169 LOBTCA01	2	301 CHVSCA12	3
55	ORNGCA14	1	170 LOMTCA11	2	302 CHWCCA11	3

#	Code		#	Code		#	Code	
56	PLALCA02	1	171	LRKSCA11	2	304	CLBSCA50	3
57	PLALCA12	1	172	LSANCA05	2	305	CLNGCA01	3
58	PLTNCA12	1	173	LSANCA06	2	306	CLOKCA11	3
59	PLTNCA13	1	174	LSANCA13	2	307	CLPTCA11	3
60	PRMTCA01	1	175	LSANCA14	2	308	CLSTCA11	3
61	PSDNCA11	1	176	LSANCA23	2	309	CLXCCA12	3
62	PSDNCA12	1	177	LSANCA38	2	310	CMBACA11	3
63	RDCYCA01	1	178	LSANCA56	2	311	CMNLCA11	3
64	RESDCA01	1	179	LSATCA11	2	312	CMPDCA01	3
65	RILTCA11	1	180	LVMRCA11	2	313	CMPVCA11	3
66	ROSMCA11	1	181	MCLMCABC	2	314	CNVYCA11	3
67	RVSDCA01	1	182	MDSTCA02, 52	2	315	CODLCA11	3
68	SCRMCA01	1	183	MLVYCA01	2	316	CORDCA12	3
69	SCRMCA02	1	184	MNPRCA11	2	317	CRCTCA02	3
70	SCRMCA03	1	185	MRCDCA01	2	318	CRMLCA11	3
71	SCRMCA11	1	186	MRTZCA11	2	319	CRNGCA12	3
72	SCRMCA12	1	187	MSVJCA60	2	320	CRPLCA11	3
73	SGATCA01	1	188	MTRYCA01	2	321	CRTHCA11	3
74	SHOKCA01, 04	1	189	NAPACA01	2	322	CRVYCA11	3
75	SNANCA01	1	190	NHLDCA11	2	323	CSTCCA11	3
76	SNANCA11	1	191	NSCRCA12	2	324	CSVLCA11	3
77	SNBUCA02	1	192	NTCYCA11	2	325	CTTICA12	3
78	SNCRCA11	1	193	OCSDCA11	2	326	CTVLCA11	3
79	SNDGCA01	1	194	OKLDCA04	2	327	CTWDCA11	3
80	SNDGCA02	1	195	OKLDCA13	2	328	CWLDCA12	3
81	SNDGCA03	1	196	PCBHCA01	2	329	CYCSCA11	3
82	SNDGCA06	1	197	PCBHCA11	2	330	CYTNCA11	3
83	SNDGCA11	1	198	PLCNCA11	2	331	CYVLCA11	3
84	SNDGCA14	1	199	PSBGCA11	2	332	DELNCA11	3
85	SNDGCA15	1	200	PTLMCA01	2	333	DINBCA01	3
86	SNDGCA16	1	201	RBRNCA11	2	334	DIXNCA11	3
87	SNFCCA01	1	202	RCSDCA11	2	335	DLRYCA11	3
88	SNFCCA04, 64	1	203	RDWGCA02	2	336	DLZRCA11	3
89	SNFCCA05	1	204	RDWGCA11	2	337	DNGNCA12	3
90	SNFCCA13	1	205	RNPSCA11	2	338	DNSMCA11	3
91	SNFCCA14	1	206	RNSDCA11	2	339	DTFLCA11	3
92	SNFCCA19, 12	1	207	RTPKCA11	2	340	DWNVCA11	3
93	SNFCCA21	1	208	SANTCA01	2	341	EDWRCA01	3
94	SNJSCA02	1	209	SCRMCA13	2	342	EKCKCA11-	3
95	SNJSCA11	-1	210	SIMICA11	— 2	343	ELK-CA11	3
96	SNJSCA12	1	211	SJCPCA12	2	344	ERLNCA11	3
97	SNJSCA13	1	212	SKTNCA01	2	345	ESCLCA11	3
98	SNJSCA14	1	213	SKTNCA11	2	346	ESPRCA11	3
99	SNJSCA21	1	214	SLNSCA01	2	347	FRTNCA11	3
100	SNLMCA11	1	215	SLNSCA11	2	348	FLBRCA12	3
101	SNMTCA11	1	216	SMANCA12	2	349	FLMRCA11	3
102	SNPDCA01	1	217	SNCLCA12	2	350	FRBRCA11	3
103	SNRMCA11	1	218	SNCZCA01	2	351	FRCKCA11	3
104	SNTCCA01	1	219	SNCZCA11	2	352	FRGLCA11	3
105	SNTCCA11	1	220	SNDGCA05	2	353	FRSNCA15	3
106	SNVACA01	1	221	SNDGCA12	2	354	FRVLCA11	3
107	SNVACA11	1	222	SNFCCA06	2	355	FSVLCA11	3
108	TRNCCA11	1	223	SNFCCA17	2	356	FTBRCA02	3
109	TUSTCA70	1	224	SNGBCA01	2	357	FTUNCA11	3
110	UNCYCA11	1	225	SNJSCA15	2	358	FVPNCA11	3
111	VRNYCA02	1	226	SNLOCA01	2	359	FZPKCA11	3
112	VLANCA01	1	227	SNMCCA11	2	360	GALPCA11	3
113	VLHGCA01	1	228	SNRPCA01	2	361	GRPDCA11	3
114	HNCYCA11	1	229	SNRPCA11	2			

424	LOLTCA11	3
425	LOMSCA11	3
426	LSBWCA12	3
427	LSMLCA11	3
428	LSTNCA11	3
429	LTRKCA11	3
430	LVOKCA11	3
431	LWLKCA11	3
432	MADRCA11	3
433	MADRCA12	3
434	MARNCA11	3
435	MCCSCA11	3
436	MDSTCA03	3
437	MDSTCA04	3
438	MDSTCA05	3
439	MDTWCA11	3
440	MKHLCA12	3
441	MKVLCA11	3
442	MLTNCA12	3
443	MNDCCA11	3
444	MNDTCA11	3
445	MRRICA11	3
446	MOJVCA01	3
447	MORGCA12	3
448	MRBACA11	3
449	MRDWCA11	3
450	MRMDCA11	3
451	MRPHCA11	3
452	MRPKCA12	3
453	MSBBCA11	3
454	MTAGCA11	3
455	MTPSCA11	3
456	MTSHCA12	3
457	MYVICA01	3
458	NCLSCA12	3
459	NHLLCA01	3
460	NICBCA11	3
461	NTCSCA11	3
462	NTLDCA11	3
463	NTLDCA13	3
464	NTPHCA11	3
465	NRJWCA11	3
466	NVCTCA11	3
467	NWCSCA11	3
468	NWRWCA12	3
469	NYUBCA11	3
470	OCDWCA11	3
471	OJAICA11	3
472	OKDLCA11	3
473	OKLYCA11	3
474	OKVWCA11	3
475	OLDLCA11	3
476	ORCVCA11	3
477	ORLDCA11	3
478	ORMDCA11	3
479	ORSICA11	3
480	ORVACA11	3
481	ORVLCA11	3